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September 21, 2020

New England Motor Freight, et al. – Chapter 11

Sorto v NEMF, et al.

Case No. 19-12809-JKS

Our File No. 6029.33610

Honorable John K. Sherwood
United States Bankruptcy Court for the District of NJ
50 Walnut Street – 3rd Floor
Newark, NJ 07102

VIA ECF

Dear Judge Sherwood:

I represent Benedicto Sorto, who is an auto liability claimant against the above-referenced Debtors and one of its drivers. Mr. Sorto's personal injury attorney is Joseph G. Walsh, Esq. After the confirmation of the Debtor's plan, which included the Auto Liability Claims Protocol Settlement Agreement ("Protocol"), Attorney Walsh attempted in good faith to negotiate with Protective Insurance. Despite there being no such requirement in the Protocol, Protective refused to negotiate with Attorney Walsh because Mr. Sorto did not have a timely filed Proof of Claim (Proof of Claim was filed by me shortly after I was retained, but after the general unsecured creditors bar date).

Therefore, on behalf of Mr. Sorto, I filed a motion to deem his late filed Proof of Claim to be timely, *nunc pro tunc*. Protective did not oppose the motion, and after a significant amount of negotiation with the liquidating trustee, a proposed order was submitted and subsequently executed by the Court.

Despite now having a timely proof of claim, Protective still maintains that they are not required to negotiate with Attorney Walsh with respect to Mr. Sorto's auto liability claim. No legitimate reason has ever been provided by Protective and it continues to ignore Attorney Walsh's request to negotiate.

Therefore, in light of Protective's refusal to negotiate, please allow this letter to serve as a written request for this matter to be referred to mandatory mediation. As the Protocol mandates that Protective participate in mediation, I trust that this letter will prompt them to contact Attorney Walsh in an attempt to agree upon a mediator.

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If this does not happen within ten (10) days, I will be submitting a further request for the Court to appoint a qualified mediator of its own choosing pursuant to the terms of the Protocol.

Thank you very much for your consideration of this request.

Respectfully,

MAYNARD, O'CONNOR, SMITH & CATALINOTTO, LLP

By: *s/Justin W. Gray*

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JWG/tls

cc: Joseph G. Walsh, Esq.

Via E-Mail Only - JWalsh@cohenandwolf.com